

EXHIBIT A

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Location : All Courts [Help](#)

REGISTER OF ACTIONS

CASE NO. 2017DCV-2545-C

Larry Nelson vs. Hartford Life and Accident Insurance Company

§
§
§
§
§

Case Type: **Contract - Other**
Date Filed: **05/26/2017**
Location: **94th District Court**

PARTY INFORMATION

Defendant **Hartford Life and Accident Insurance Company**

Attorneys

Plaintiff **Nelson, Larry**

James C Plummer
Retained
713-526-0200(W)

EVENTS & ORDERS OF THE COURT

	OTHER EVENTS AND HEARINGS	
05/26/2017	Original Petition (OCA)	
05/26/2017	Civil Case Information Sheet	
05/26/2017	Original Petition Documents E-filed	
	<i>Plaintiff s Original Petition</i>	
05/26/2017	Service Request Information Sheet	
	<i>Service Requested</i>	
05/26/2017	Jury Fee Paid	
06/05/2017	Citation	
	Hartford Life and Accident Insurance Company	Unserved

FINANCIAL INFORMATION

	Plaintiff Nelson, Larry		
	Total Financial Assessment		309.00
	Total Payments and Credits		309.00
	Balance Due as of 06/07/2017		0.00
05/31/2017	Transaction Assessment		309.00
05/31/2017	E-file Payment Receipt # 2017-9743-DCCLK	Nelson, Larry	(309.00)



**Service of Process
Transmittal**

06/09/2017

CT Log Number 531376263

TO: Daniela Bukowski-James
The Hartford
1 Hartford Plz # HO-1-09
Hartford, CT 06155-0001

RE: Process Served in Texas

FOR: Hartford Life and Accident Insurance Company (Domestic State: CT)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: LARRY NELSON, Pltf. vs. Hartford Life and Accident Insurance Company, Dft.

DOCUMENT(S) SERVED: Citation, Return, Original Petition, Cover Sheet

COURT/AGENCY: 94th Judicial District Court Nueces County, TX
Case # 2017DCV2545C

NATURE OF ACTION: Insurance Litigation

ON WHOM PROCESS WAS SERVED: C T Corporation System, Houston, TX

DATE AND HOUR OF SERVICE: By Process Server on 06/09/2017 at 00:00

JURISDICTION SERVED : Texas

APPEARANCE OR ANSWER DUE: At or Before 10:00 a.m. on the Monday next after the expiration of 20 days
(Document(s) may contain additional answer dates)

ATTORNEY(S) / SENDER(S): James C. Plummer,
BERG PLUMMER JOHNSON & RAVAL
4203 Montrose Boulevard, Suite 260
Houston, TX 77006
(713) 526-0200

ACTION ITEMS: CT has retained the current log, Retain Date: 06/09/2017, Expected Purge Date:
06/14/2017

Image SOP

Email Notification, CTSOP Lawsuits (Not Specified)
SOPLawsuits.Law@thehartford.com

SIGNED: C T Corporation System

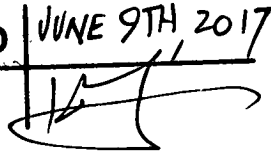
ADDRESS: 1999 Bryan Street
Suite 900
Dallas, TX 75201

TELEPHONE: 214-932-3601

ORIGINAL

Citation for Personal Service –RESIDENT

Case Number: **2017DCV-2545-C**

DELIVERED JUNE 9TH 2017


THE STATE OF TEXAS

NOTICE TO DEFENDANT: You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

TO: **Hartford Life And Accident Insurance Company**
By Serving Its Registered Agent,
CT Corporation System
1999 Bryan St., Suite 900
Dallas, TX 75201

the Defendant,

GREETING: You are commanded to appear by filing a written answer to the **Plaintiff's Original Petition and Civil Case Information Sheet** at or before 10:00 o'clock a.m. of the Monday next after the expiration of 20 days after the date of service of this citation before the **Honorable Bobby Galvan, 94th District Court** of Nueces County, Texas at the Courthouse of said County in Corpus Christi, Texas. Said Petition was filed on the 26th day of May, 2017. A copy of same accompanies this citation.
The file number of said suit being Number: **2017DCV-2545-C**

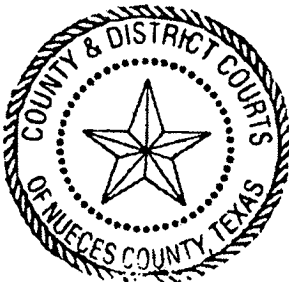
The style of the case is: **Larry Nelson vs. Hartford Life and Accident Insurance Company**

Said Petition was filed in said court by **James C. Plummer**, attorney for Plaintiff, whose address is 4203 Montrose Boulevard, Suite 260 Houston, TX 77006.

The nature of the demand is fully shown by a true and correct copy of the Petition accompanying this citation and made a part hereof.

The officer executing this writ shall promptly mail the same according to requirement of law, and the mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal of said court at Corpus Christi, Texas, this 5th day of June, 2017.



ANNE LORENTZEN, DISTRICT CLERK
NUECES COUNTY, TEXAS
901 LEOPARD STREET, ROOM 313
CORPUS CHRISTI, TEXAS 78401

BY: Nicole Hinojosa, Deputy
Nicole Hinojosa

RETURN OF SERVICE

2017DCV-2545-C

LARRY NELSON

94TH DISTRICT COURT

VS.

HARTFORD LIFE AND ACCIDENT
INSURANCE COMPANY

Name _____

ADDRESS FOR SERVICEHartford Life and Accident Insurance Company
By Serving Its Registered Agent,
CT Corporation System
1999 Bryan St., Suite 900
Dallas, TX. 75201**OFFICER'S OR AUTHORIZED PERSON'S RETURN**

Came to hand on the _____ day of _____, 20____, at _____ o'clock ____ m., and executed in _____ County, Texas by delivering to the within named defendant in person, a true copy of this Citation with the date of delivery endorsed thereon, together with the accompanying copy of the _____, at the following times and places, to-wit:

NAME	DATE/TIME	PLACE, COURSE & DISTANCE FROM COURTHOUSE
------	-----------	--

And not executed as to the defendant(s), _____
The diligence used in finding said defendant(s) being: _____

and the cause of failure to execute this process is: _____

and the information received as to the whereabouts of said defendant(s) being: _____

Fees:	_____	Officer
Serving Petition and Copy \$ _____	_____	County, Texas
Total \$ _____	By _____	Deputy

COMPLETE IF YOU ARE A PERSON OTHER THAN A SHERIFF, CONSTABLE, OR CLERK OF THE COURT.

In accordance with Rule 107: The officer or authorized person who serves, or attempts to serve, a Citation shall sign the return. The signature is not required to be verified. If the return is signed by a person other than a sheriff, constable, or the clerk of the court, the return shall be signed under penalty of perjury and contain the following statement:

"My name is _____, my date of birth is _____, and my
(First, Middle, Last)

address is _____
(Street, City, State, Zip, Country)

I DECLARE UNDER PENALTY OF PERJURY THAT THE FORGOING IS TRUE AND CORRECT.

Executed in _____ County, State of _____, on the _____ day of
of _____, 20____.

Declarant / Authorized Process Server

ID# & Expiration of Certification

Filed
5/26/2017 3:29:55 PM
Anne Lorentzen
District Clerk
Nueces County, Texas

CAUSE NO. 2017DCV-2545-C

LARRY NELSON	§	IN THE DISTRICT COURT OF
	§	
vs.	§	NUECES COUNTY, TEXAS
	§	
	§	
HARTFORD LIFE AND ACCIDENT	§	
INSURANCE COMPANY	§	_____ JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

This is a suit for damages and other relief by Larry Nelson, Plaintiff, against Hartford Life and Accident Insurance Company, Defendant.

Parties

1. Plaintiff, Larry Nelson, is a resident citizen of New London, Minnesota.
2. Defendant, Hartford Life and Accident Insurance Company ("Hartford"), is a domestic or foreign corporation engaged in the business of insurance in the State of Texas. It may be served with process by serving its registered agent for service of process, CT Corporation System, 1999 Bryan St., Suite 900, Dallas, TX 75201, or wherever it may be found.

Venue

3. Venue is proper in Nueces County, Texas under Tex. Civ. Prac. & Rem. Code §15.002(a)(1) & (4) in that all or a substantial part of the events or omissions giving rise to this claim occurred in Nueces County and it was the county where Mr. Nelson resided at the time of the accrual of the cause of action.

Claims for Relief

4. Pursuant to Tex. R. Civ. Proc. 47, Plaintiff seeks monetary relief between \$200,000 and \$1,000,000, and a declaratory judgment that his claim is covered under the Hartford policy.

Facts and Factual Background

5. Plaintiff brings this action to recover benefits he is entitled to under a disability insurance policy, together with his damages and costs. Mr. Nelson began working for the Corpus Christi Independent School District ("CCISD") in 2004. During his employment with CCISD, he enrolled in a disability insurance program and obtained a policy issued by Hartford. That policy was Policy No. GLT-395313. Its effective date was January 1, 2013. At all material times, consideration for that policy was fully paid, and it was at all material times in full force and effect.
6. Mr. Nelson is hardworking and self driven. By 2015, he had been a Technology Education Teacher for more than fifteen years. He also had a master's degree in Education Administration.
7. Mr. Nelson began suffering from persistent pain as early as early 2003. He has had numerous conservative treatments, including two operative procedures in 2013 to his lower back and has had extensive physical therapy without relief. Before the surgeries, he was employed full time as a technology application teacher.
8. By June 2013, Mr Nelson was no longer able to work after a laminectomy, partial facetectomy, neuroforaminotomy bilaterally at L5 for pre and post-op diagnoses of bilateral L5-S1 radiculopathies due to neuroforaminal refracture and stenosis to degenerative disc disease and posterior spondylosis. Mr. Nelson applied for LTD

benefits through Hartford. Hartford initially approved LTD benefits on June 19, 2013.

9. The Hartford policy defined disability as a condition in which the beneficiary is unable to perform “one or more essential duties of his own occupation”. This provision is commonly known as “own occupation” disability. After the first 24 months of disability, disability is defined as being “unable to perform one or more of the essential duties of any occupation for which you are qualified by education, training, or experience”. This is commonly known as “any occupation” disability.
10. Hartford terminated Mr. Nelson’s LTD claim on April 16, 2015 when the definition of disability changed to “any occupation”. It based its termination on an insurance medical examination by a Dr. Salovich on February 16, 2015 through Medical Consultants Network (“MCM”). Hartford also performed an Employability Analysis which showed that there were a number of occupations for which he was qualified. The Employability Analysis relied on the U.S. Department of Labor’s Dictionary of Occupational Titles (“DOT”) for other occupations.
11. Mr. Nelson appealed Hartford’s termination of his LTD claim on September 15, 2015, providing additional medical records and other evidence that supported his ongoing disability.
12. Hartford denied the appeal on February 8, 2016. In denying the appeal, Hartford concluded that Mr. Nelson did not meet the “any occupation” definition of disability. Hartford’s denial of appeal was based upon three medical record reviews through Medicine of Managing Care Managing Claims (“MCMC”), including Dr. Akinnusi,

Dr. Brock, and Dr. Sembrano.

13. Mr. Nelson's claim fit within the policy's definition of disability. Hartford's wrongful denial of his claim and failure to properly consider his appeal is a breach of the insurance policy, for which he now sues.

Breach of Contract

14. Mr. Nelson enrolled in CCISD's disability insurance program and obtained a policy issued by Hartford. The policy's effective date was January 1, 2010, and it renewed annually. Mr. Nelson provided sufficient evidence needed for Hartford to approve his LTD claim. However, Hartford breached its duty under the insurance policy by failing and refusing to pay for the LTD benefits to which he was and remains entitled. Under the Hartford policy, Mr. Nelson is entitled to LTD benefits from April 2015 to the present.

Declaratory Relief

15. Plaintiff seeks declaratory relief pursuant to Tex Civ. Prac. & Rem. Code §37.001, *et seq.* Specifically, Plaintiff requests that the factfinder determine that he meets the definition of disability under the Hartford insurance policy from April 2015 to the time of trial.
16. Plaintiff further requests that the factfinder determine that his LTD claim with Hartford remain open as long as he meets the policy's definition of disability.

Violations of Texas Insurance Code

17. In its handling of Mr. Nelson's claim, Hartford misrepresented to Mr. Nelson that his LTD claim was no longer covered under the Policy, even though he remained

disabled under the terms of the Policy. Hartford's conduct in this regard was a violation of Tex. Ins. Code §541.060(a)(1).

18. In its handling of Mr. Nelson's claim, Hartford failed to attempt in good faith to effectuate a prompt, fair, and equitable settlement of his LTD claim, even though it knew that liability was reasonably clear. Hartford failed to properly and adequately review the additional evidence and information that was provided on appeal that showed the error of its ways in this claim. Hartford's conduct in this regard was a violation of Tex. Ins. Code §541.060(a)(2).
19. In its handling of Ms. Nelson's claim, Hartford failed to promptly provide a reasonable explanation of its basis for termination of Plaintiff's LTD claim. Among other things, Hartford decided that Mr. Nelson was able to perform 3 other occupations and thus did not fit the "any occupation" definition of disability. It did not adequately explain how or why it came to that conclusion, nor did it adequately explain why it was relying on the DOT job descriptions, which have been out of date by the Government Accountability Office. Hartford's conduct in this regard, and others, was a violation of Tex. Ins. Code §541.060(a)(3).
20. In its handling of Mr. Nelson's claim, Hartford refused to continue his LTD benefits without conducting a reasonable investigation with respect to his claim. Its misplaced reliance on medical record reviewers whose bias and credibility was called into question, among other things, evidenced a biased and outcome oriented investigation. From the beginning of Mr. Nelson's claim, Hartford reviewed the claim with the goal of ultimately terminating the claim as soon as possible. It

deliberately retained MCM and MCMC to help it achieve this goal. Its conduct in this regard was a violation of Tex. Ins. Code §541.060(a)(7).

21. In its handling of Mr. Nelson's claim, Hartford failed to attempt in good faith to effect a prompt, fair, and equitable settlement of his LTD claim in which its liability was reasonably clear. The overwhelming evidence presented to Hartford during the pendency of his claim and both appeals demonstrated his ongoing entitlement to LTD benefits. Instead, Hartford terminated Mr. Nelson's benefits and refused to adequately review his appeal. Hartford's conduct in this regard was a violation of Tex. Ins. Code §542.003 *et. seq.*
22. In its handling of Mr. Nelson's claim, Hartford has delayed full payment of his LTD claim longer than is allowed, as Plaintiff has not received full payment of his claim. Hartford's conduct in this regard was a violation of Tex. Ins. Code §542.058.
23. Hartford's motivation to deny this claim, on information and belief, was directly driven by its desire to increase its profits. Its claims handling conduct - including ignoring directly relevant and reliable medical and other evidence of Mr. Nelson's health condition and disability, and reliance on biased medical record reviewers who had no contact with Mr. Nelson - was prompted by corporate management directives to the claims department and claims personnel to increase revenue and profit by delaying payment and denying or terminating claims. Although those directives may not have been so explicitly stated, the net effect of those directives and the manner in which they were implemented were designed to achieve this result. The negative impact of these policies was not limited to Mr. Nelson, but applied across the board

to Hartford disability claimants.

24. Plaintiff's experience with Hartford is not an isolated case. Upon information and belief, the acts and omissions committed by Hartford in this LTD claim are part of a general business pattern and practice of LTD claims. Hartford's entire claims handling and review process is designed to boost Hartford's profits at the expense of LTD claimants such as Plaintiff.

Breach of Common Law Duty of Good Faith and Fair Dealing

25. In denying Mr. Nelson's claim for benefits, Hartford contended that he was physically and mentally capable of working in a sedentary occupation. Mr. Nelson submitted an appeal and additional evidence showing his ongoing entitlement to LTD benefits, but Hartford wrongly denied the appeal. In doing so, it completely ignored the evidence he presented regarding the restrictions and limitations posed by his condition. It also ignored the evidence in Mr. Nelson's claim file which documented chronic pain, the disabling side effects of the medications he took to manage his pain, and its own misplaced reliance on the DOT.

Violations of Texas Deceptive Trade Practices Act

26. Hartford has also violated the Texas Deceptive Trade Practices - Consumer Protection Act, §§17.46, et. seq. by its misrepresentations and by engaging in, *inter alia*, unconscionable conduct and course of action. One glaring example was Hartford's refusal to consider the evidence in Mr. Nelson's claim file which documented chronic pain, the disabling side effects of the medications he took to manage his pain, including memory problems, and its own misplaced reliance on the

DOT.

27. Hartford misrepresented the nature of the LTD insurance policy and falsely asserted the basis for its denial. These false assertions and misrepresentations were made by Hartford employees, agents, and adjusters, among others, on behalf of Hartford.
28. Each of the above acts was done knowingly, as the term is defined in Ch. 17 of the Texas Business and Commerce Code, and was a producing cause of Mr. Nelson's damages.

Damages

29. The acts, omission, and practices of Hartford constituting a tort were the proximate cause of the damages sustained by Mr. Nelson. All of Hartford's acts and practices in violation of the various statutes herein recited were the producing cause of the actual damages suffered by Mr. Nelson, including, but not limited to, damages for mental anguish and emotional distress, as well as actual damages under the insurance contract. For all of these wrongful acts, omissions, and practices, Mr. Nelson is entitled to money damages as may be found by the jury.
30. The acts, omissions, and practices of Hartford constituting a tort herein warrant the imposition of 18% per annum pursuant to Tex. Ins. Code §542.060, *et seq.*
31. The actions of Hartford in the handling of Plaintiff's claim were done knowingly and intentionally or with a conscious or callous disregard for the rights and welfare of Plaintiff. As such, its actions reflected gross negligence and were so outrageous as to warrant the imposition of punitive or exemplary damages, for which Plaintiff further sues for recovery. Plaintiff seeks such punitive or exemplary damages as may

be assessed by the jury in its discretion.

32. Any statutory or other defense asserted to such an award, and any limitation Hartford seeks to impose on any such award, violates Article 1, Section 13 of the Bills of Rights of the Texas Constitution and is void. Any such limitation is also unconstitutional under the Due Process and Equal Protection Clauses of the United States Constitution.

Attorneys' Fees

33. This suit was made necessary by the wrongful acts and practices of Hartford. Plaintiff has been forced to retain an attorney to prosecute his claims, for which he has agreed to pay a reasonable attorney's fee. In this regard, Plaintiff is entitled to recover his reasonable attorney's fees and expenses incurred and to be incurred herein for the full prosecution of this claim through trial and appeal, if any, that are reasonable and necessary for Plaintiff to obtain the relief he seeks herein. Accordingly, Plaintiff further seeks recovery of his reasonable attorney's fees pursuant to Ch. 541 and 542 of the Texas Insurance Code, Section 17.49 *et seq.* of the Business and Commerce Code, Section 38.001, *et. seq.* of the Texas Civ. Prac. & Rem. Code, or either of them.

General Claims

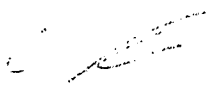
34. All notices required to be given have been given, and all conditions precedent have been satisfied.
35. Plaintiff requests prejudgment interest.
36. Plaintiff requests a jury trial.

Request for Disclosure

37. Plaintiff requests that the Defendant disclose, within 50 days of service of this request, the information and material described in Rule 194.2(a)-(l) of the Texas Rules of Civil Procedure. Copies of documents and other tangible items responsive to this request must be served on Plaintiff with Defendant's Response. Tex. R. Civ. P. 194.4.

WHEREFORE, PREMISES CONSIDERED, Plaintiff, Larry Nelson, prays that he have a full trial on the merits of his claim, that he have and recover his actual and statutory damages, together with any and all of his attorney's fees, costs, expenses, and interest to which he may be justly entitled, and for general relief.

Respectfully submitted,

By:  Amar Raval
2017.05.26
13:58:41 -05'00'

James C. Plummer, TBA #16075700
jplummer@bergplummer.com
Amar Raval, TBA # 24046682
araval@bergplummer.com
BERG PLUMMER JOHNSON & RAVAL
4203 Montrose Boulevard, Suite 260
Houston, Texas 77006
(713) 526-0200
(832) 615-2665 (Fax)

ATTORNEYS FOR PLAINTIFF

CIVIL CASE INFORMATION SHEET

Filed
5/26/2017 3:29:55 PM
Anne Lorentzen
District Clerk
Nueces County, Texas

CAUSE NUMBER (FOR CLERK USE ONLY): 17283243

COURT (FOR CLERK USE ONLY):

STYLED Larry Nelson v. Hartford Life and Accident Insurance Company

(e.g., John Smith v. All American Insurance Co.; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet: Name: <u>James C. Plummer</u> Email: <u>jplummer@bey.plummer.net</u> Address: <u>4203 Mission Blvd, Suite 200</u> Telephone: <u>713-526-6200</u> City/State/Zip: <u>Houston, TX 77066</u> Fax: <u>832-615-2665</u> Signature: <u>[Signature]</u> State Bar No: <u>14675700</u>		Names of parties in case: Plaintiff(s)/Petitioner(s): <u>Larry Nelson</u> Defendant(s)/Respondent(s): <u>Hartford Life Accident Insurance Company</u> (Attach additional page as necessary to list all parties)		Person or entity completing sheet is: <input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____ Additional Parties in Child Support Case: Custodial Parent: _____ Non-Custodial Parent: _____ Presumed Father: _____						
2. Indicate case type, or identify the most important issue in the case (select only 1):										
Civil <table border="1"> <tr> <td> Contract <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input checked="" type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: Foreclosure <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: </td> <td> Injury or Damage <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises Product Liability: <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: <input type="checkbox"/> Other Injury or Damage: </td> <td> Real Property <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: </td> </tr> </table>			Contract <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input checked="" type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: Foreclosure <input type="checkbox"/> Home Equity—Expedited 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to Try Title <input type="checkbox"/> Other Property: Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other:	Family Law <table border="1"> <tr> <td> Marriage Relationship <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void Divorce <input type="checkbox"/> With Children <input type="checkbox"/> No Children Other Family Law <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: </td> <td> Post-judgment Actions (non-Title IV-D) <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocity (UIFSA) <input type="checkbox"/> Support Order Parent-Child Relationship <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: </td> </tr> </table>			Marriage Relationship <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void Divorce <input type="checkbox"/> With Children <input type="checkbox"/> No Children Other Family Law <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other:	Post-judgment Actions (non-Title IV-D) <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocity (UIFSA) <input type="checkbox"/> Support Order Parent-Child Relationship <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child:
Contract <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input checked="" type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: Foreclosure <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract:	Injury or Damage <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises Product Liability: <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: <input type="checkbox"/> Other Injury or Damage:	Real Property <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other:								
Marriage Relationship <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void Divorce <input type="checkbox"/> With Children <input type="checkbox"/> No Children Other Family Law <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other:	Post-judgment Actions (non-Title IV-D) <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocity (UIFSA) <input type="checkbox"/> Support Order Parent-Child Relationship <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child:									
Employment <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment:			Other Civil <table border="1"> <tr> <td> <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property </td> <td> <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: </td> </tr> </table>			<input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property	<input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other:			
<input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property	<input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other:									
Tax <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax			Probate & Mental Health <table border="1"> <tr> <td> Probate/Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings </td> <td> <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: </td> </tr> </table>			Probate/Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings	<input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other:			
Probate/Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings	<input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other:									
3. Indicate procedure or remedy, if applicable (may select more than 1):										
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		<input checked="" type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover						
4. Indicate damages sought (do not select if it is a family law case): <input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input type="checkbox"/> Over \$100,000 but not more than \$200,000 <input checked="" type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input type="checkbox"/> Over \$1,000,000										

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

LARRY NELSON,
Plaintiff,

v.

**HARTFORD LIFE AND ACCIDENT
INSURANCE COMPANY,**
Defendant.

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Case No.

INDEX OF MATTERS BEING FILED

Defendant, Hartford Life and Accident Insurance Company, Notice of Removal with
supporting Exhibits:

- Exhibit A –
 - State Court Docket Sheet
 - All Executed Process in the Case
 - Plaintiff's Original Petition
 - Index of Matters Being Filed
 - List of all Counsel of Record
- Exhibit B – Notice of Filing Notice of Removal

Respectfully submitted,

OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.

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eric.mathisen@ogletreedeakins.com

CERTIFICATE OF SERVICE

I hereby certify that on June 30, 2017 the foregoing *INDEX OF MATTERS BEING FILED* was filed electronically and service of same will be made on all counsel of record by placing a copy of same in the United States Mail with sufficient first-class postage pre-paid:

James C. Plummer, Esq.
Amar Raval, Esq.
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Houston, TX 77006

s/ Eric P. Mathisen
Eric P. Mathisen

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

LARRY NELSON,

Plaintiff,
v.

HARTFORD LIFE AND ACCIDENT
INSURANCE COMPANY,

Defendant.

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Case No.

LIST OF ALL COUNSEL OF RECORD

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